

LANDLORD-TENANT LAW

Reference: Landlords' Rights and Duties in Pennsylvania

Pennsylvania Bar Institute, Representing
Landlords & Tenants, Volumes I & II

68 P.S. § 250.101 (The Landlord Tenant Act)

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What is the implied warranty of habitability?

In 1979, the state of Pennsylvania adopted the doctrine of *implied warranty of habitability*. Under this doctrine, any time a dwelling unit is turned over to a tenant, the tenant is automatically given a warranty by the landlord that the premises are in safe and habitable condition and will remain so during the term of the lease.

What are a landlord's duties?

In general, the landlord is required to maintain facilities and services vital to the life, health, and safety of the tenant. This principle has been applied in such a manner as to require the landlord to:

1. Comply with building and housing codes.
2. Keep premises in fit, sanitary, safe, and habitable condition.
3. Keep the common areas in a safe condition.
4. Keep all electrical, plumbing, sanitary, heat, ventilating, air conditioning, and other appliances supplied by landlord in good and safe working order.
5. Notify the tenant in writing of any breaches of the tenant's obligations under the act, except in emergency situations.
6. These duties cannot be waived by any agreement between the landlord and tenant.

What should the tenant do if the landlord breaches one of the duties listed above?

1. Using registered mail, return receipt requested, notify the landlord of the defect you want him to correct. Make sure you keep a copy of your letter and the receipt verifying the mailing.
2. Give the landlord a reasonable opportunity to correct the defect.
3. If the landlord fails to correct the defect, contact the Carlisle Barracks Legal Assistance Office.

What are my remedies if my landlord fails to correct the defects?

Note: We recommend that you consult with either the Legal Assistance Office or a Pennsylvania attorney before attempting to obtain any of the following remedies:

1. If the breach of the landlord's obligation is of such magnitude that the apartment is uninhabitable, you may cancel the lease and not pay any further rent.
2. The tenant may make repairs and deduct the cost of repairs from his rent. However, you should be aware of the following:
 - a. Repairs must be reasonably priced and cannot exceed one month's rent.
 - b. Two written estimates should be obtained prior to initiating repairs.
 - c. The repairs must be necessary to make the premises habitable.
3. Sue the landlord for damages under one or more of the following causes of action:
 - a. Cost of repairs for breach of implied warranty of habitability.

- b. Retroactive rent abatement or refund of rent for percentage reduction of use.
 - c. Consequential damages resulting from Landlord's failure to repair (such as damaged personal property, excess utility bills, etc.)
 - d. Intentional infliction of emotional distress.
 - e. Violation of the Unfair Trade Practices and Consumer Law.
- 4. Withhold rent. (Escrow is not required but is recommended)
 - 5. Specific Performance - ask the court to order the repairs.

What should I do if the landlord responds to my demand for repairs by raising my rent or evicting me?

By going into court you could defend against the action by arguing that the rent increase and eviction constitute retaliatory landlord conduct.

What might a landlord's defenses to retaliatory conduct be?

- 1. The tenant breached a material covenant of the lease.
- 2. The tenancy was for a definite period of time with no option to renew.
- 3. Compliance with building or housing codes, or major alterations require displacement of the tenant.
- 4. Good faith notice to quit was given before any of the tenant's protected activities occurred.
- 5. Landlord wishes to use the dwelling for himself at the expiration of the lease.

What are a tenant's duties?

- 1. Comply with building and housing codes.

2. Maintain premises in a clean and safe condition.
3. Prevent and portion of the premises from being damaged or destroyed, unless due to:
 - a. Ordinary wear and tear.
 - b. Act of landlord or his agent.
 - c. Defective products or repairs authorized by landlord.
 - d. Acts of third parties who are not invitees of the tenant.
 - e. Natural forces.
4. Notify the landlord in writing of any needed repairs, unless there is an emergency.
5. THE TENANT MAY NOT UNILATERALLY WITHHOLD RENT PRIOR TO A JUDICIAL DETERMINATION OF THE RIGHT TO DO SO.

What are grounds for eviction?

1. The lease term has ended.
2. Breach of a condition of the lease by the tenant.
3. Failure to pay rent.

What is the maximum amount a landlord can demand as a security deposit during the first year of a lease?

1. First Year of a Lease
 - a. No landlord may require in excess of two months rent as a security deposit during the first year of the a lease.
2. Second or Subsequent Years
 - a. During the second or subsequent years of the lease, or during the renewal of the original lease, a landlord may not require a security deposit in excess of one month's rent.

Is the landlord entitled to keep any interest he obtains while holding the security deposit?

During the first two years of the lease the landlord may keep all of the interest earned from the security deposit.

When must the landlord return the security deposit?

The landlord must return the balance of the security deposit within 30 days after termination of the lease.

What are my remedies if the landlord fails to return the security deposit within 30 days?

You may receive double the amount wrongfully withheld by the landlord.

What may the landlord use the security deposit for?

1. Non-payment of rent.
2. Damage to premises.
3. Non-fulfillment of lease.
4. Unpaid bills which become a lien against the premises due to tenant's occupancy.

Does the landlord have to notify me if he is going to use my security deposit?

Within 30 days of the termination of the lease every landlord is required to provide a tenant with a list of any damages to the leased premises for which the landlord claims the tenant liable. 68 P.S. § 250.512a. The landlord must deliver the list along with payment of any difference between the amount of security deposit funds and the amount of damages. A landlord who fails to provide a written list within the required 30 days forfeits all his rights to withhold any portion of the security deposit funds.

What if I object to the claims for damages?

IF YOU OBJECT TO THE CLAIM FOR DAMAGES, YOU HAVE TO
FILE A LAWSUIT AGAINST THE LANDLORD. (SEE DISTRICT
JUSTICE COURT PAMPHLET)